

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM425495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TESTEQUITY LLC		04/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4095218	TESTEQUITY	
Registration Number:	2622029	TESTEQUITY	
Registration Number:	2623959	JTK	
Registration Number:	1472816	JTK	
Registration Number:	1889689	JTK	
Registration Number:	1921517	JENSEN	
Registration Number:	1031984	JENSEN	
Registration Number:	2033366	VANTAGE	
Registration Number:	1395511		
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3125778518		
Email:	rebecca.dyson@kattenlaw.com		
Correspondent Name:	Rebecca Dyson C/O Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Rebecca Dyson		

CH \$240.00 4095218

SIGNATURE:	/rebecca dyson/
DATE SIGNED:	04/28/2017
Total Attachments: 5 source=Executed - TestEquity II - Trademark Security Agreement#page1.tif source=Executed - TestEquity II - Trademark Security Agreement#page2.tif source=Executed - TestEquity II - Trademark Security Agreement#page3.tif source=Executed - TestEquity II - Trademark Security Agreement#page4.tif source=Executed - TestEquity II - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 28 day of April, 2017, by TESTEQUITY LLC, a Delaware limited liability company (“**Grantor**”), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of April 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of April 28, 2017, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark registration and application listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.

3. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, Grantee shall, at the sole cost and expense of Grantor, execute all documents, make all filings and take all actions reasonably requested by Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TESTEQUITY LLC

By: 

Name: Joel D. Stewart

Title: Vice President

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: 
Name: Dan Green
Title: Director

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
TESTEQUITY	4095218	2/7/2012	U.S.
TESTEQUITY logo for TESTEQUITY	2622029	9/17/2002	U.S.
JTK	2623959	9/24/2002	U.S.
JTK	1472816	1/19/1988	U.S.
JTK	1889689	4/18/1995	U.S.
JENSEN	1921517	9/26/1995	U.S.
JENSEN	1031984	2/3/1976	U.S.
VANTAGE	2033366	1/28/1997	U.S.
(kangaroo design)	1395511	6/3/1986	U.S.

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
NONE			